

COTTONWOOD HEIGHTS

RESOLUTION No. 2021-44

A RESOLUTION APPROVING AN AGREEMENT WITH CIVIL SCIENCE INC. FOR PLANNING AND DESIGN SERVICES

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met in regular session on 7 September 2021 to consider, among other things, approving a consulting agreement (the "*Agreement*") with Civil Science Inc. ("*Provider*") whereunder Provider would prepare a design for approximately 1,700 lineal feet of sidewalk and roadway tie-ins on the West side of 1700 East Street between Fort Union Blvd. on the North and 7200 South street on the South, within City's boundaries, and perform related work, in accordance with applicable standards and the terms and conditions of the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the attached Agreement is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2021-44, shall take effect immediately upon passage.

PASSED AND APPROVED effective 7 September 2021.

ATTEST:

By:


~~Paula Melgar~~, Recorder

Heather Sundquist
Deputy City Recorder



COTTONWOOD HEIGHTS CITY COUNCIL

By


Michael J. Peterson, Mayor

VOTING:

Michael J. Peterson
Douglas Petersen
J. Scott Bracken
Tali C. Bruce
Christine Watson Mikell

Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 7th day of September 2021.

RECORDED this 7 day of September 2021.

Agreement for Consulting Services

THIS AGREEMENT FOR CONSULTING SERVICES (this "*Agreement*") is made effective 7 September 2021 by **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 ("*City*"), and by **CIVIL SCIENCE INC.**, a Utah corporation whose address is 3160 West Clubhouse Drive, Ste. A, Lehi, UT 84043 ("*Consultant*"). In this Agreement, City and Consultant are each a "*party*" and collectively are the "*parties*."

RECITALS:

A. City desires to obtain from a qualified expert consulting services to prepare a design for approximately 1,700 lineal feet of sidewalk and roadway tie-ins on the West side of 1700 East Street between Fort Union Blvd. on the North and 7200 South street on the South, within City's boundaries, and to perform related services, all in accordance with applicable standards and attached Exhibit "A."

B. Consultant regularly provides such consulting services.

C. By this Agreement, City desires to retain Consultant, and Consultant desires to be retained by City, to perform the subject consulting services on the terms and conditions specified herein.

D. City and Consultant intend to identify herein the consulting services to be performed for City by Consultant, the basis of compensation for such services, and to otherwise set forth their entire agreement concerning the subject services. Consequently, this Agreement shall supercede any and all prior or contemporaneous negotiations and/or agreements, oral and/or written, between the parties concerning the services to be provided under this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Scope of Services**. Consultant shall provide the consulting services (collectively, the "*Services*") to City that are described in attached Exhibit "A" ("*Exhibit A*") as reasonably directed by City for the purpose of developing the design, construction documentation and related information, work product and services outlined in Exhibit A (the "*Plan*") as contemplated by all applicable legal requirements and best practices.

The entire scope of the proposed Services is described in Exhibit A, provided that City shall be freely entitled to stop Consultant's work at any stage of the Services if City determines that adequate information has been obtained or that such stoppage is warranted for any reason. In such event, and notwithstanding anything to the contrary in this Agreement, Consultant shall be entitled only to compensation due for Services rendered through the effective date of such termination, and shall have no claim for any other payments or damages, all as explained more specifically below.

Subject to the foregoing, the Services shall include the following:

(a) Phases. The Services shall be divided into the phases, steps and work described in Exhibit A.

(b) Public Meetings. Consultant shall attend such public meetings concerning the Services as City reasonably may direct. City shall schedule and advertise all public meetings or hearings. City may request Consultant to make a presentation concerning the Services and the Plan at one or more public meetings in order to receive public input and direction from City. All reasonable and final adjustments to the resulting Plan as directed by City will be made by Consultant prior to its final adoption/approval by City.

(c) Schedule. It is anticipated that the final Plan will be completed within approximately three months after this Agreement is executed and delivered by City to Consultant, which deadline is anticipated to be approximately 17 December 2021. Consultant shall comply with such performance schedule for the component Services as City reasonably may direct upon reasonable prior notice to Consultant.

(d) Deliverables. Consultant shall provide all deliverables identified in Exhibit A, as well as such other documentation and deliverables as City reasonably may request.

(e) Other Services. Consultant shall perform all other services and work as specified in Exhibit A, or as may be mutually agreed to by the parties in writing.

If Consultant believes that any of the aforementioned Services merit payment of any additional fee beyond the Fee (defined below), then Consultant shall so inform City in advance before undertaking any of such additional services, describing the need for such additional services and the not to exceed cost of providing them. If City desires Consultant to proceed with any such additional services, City shall so inform Consultant in writing. Consultant may not perform any additional services, or seek compensation therefor, without City's prior written consent.

Section 2. **Performance of Services**. Except as otherwise provided in this Agreement, Consultant shall furnish all supervision, personnel, labor, materials, supplies and shall obtain all licenses and permits required for performance of the Services. The Services shall be performed at Consultant's offices and other mutually-agreeable places.

Section 3. **Compensation; Invoices; Remittance**. For satisfactory performance of the Services, City shall pay to Consultant the maximum amount of \$64,450 (the "Fee").

(a) Invoices. Consultant shall invoice City for the Services performed during each calendar month at the end of that month or as soon as practical thereafter. All invoices submitted to City shall contain references to this Agreement. Invoices shall detail the Services performed and shall contain copies of all supporting documents or proof of any expenditures on behalf of City, and otherwise shall be in sync with the stage of completion of the Services outlined in Exhibit A. Invoices for any approved additional services also shall specify the person(s) performing such services, the hours worked, the applicable hourly rate(s),

(b) Questioned Charges. Any questions or objections by City concerning Consultant's charges under an invoice for the any services shall be submitted within 30 days after City's receipt of the subject invoice.

(c) Remittances. Subject to subsection 3(b), all invoiced amounts due for Services performed shall be paid by City within 30 days after City's receipt of the subject invoice. If payment is not remitted or reasonably questioned to Consultant when due, Consultant shall be entitled to recover interest thereon at the rate of 10% per annum from and after the date the remittance is due and payable.

Section 4. Change in Level of Services. City shall be freely entitled to modify (increase or decrease) the level of the Services hereunder by providing at least 15 days' prior written notice to Consultant of such change, provided that any increase in the level of the Services shall be subject to Consultant's reasonable approval. Consultant's compensation shall be reasonably modified in connection with any such change.

Section 5. Suspension of Services. City shall have the absolute right to terminate the Services at any time without cost or liability to Consultant as provided in this Agreement. City also may by written notice direct Consultant to temporarily suspend performance of any or all of the Services for a specified period of time. If such suspension is not occasioned by the fault or negligence of Consultant, this Agreement may be modified to compensate Consultant for extra costs reasonably incurred as a result of said suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within 20 calendar days after the date that City issues an order for resumption of the Services. Upon its receipt of any such suspension notice, Consultant immediately shall (a) discontinue the Services; (b) place no further orders or subcontracts in connection with the Services; (c) suspend all outstanding orders and subcontracts in connection with the Services; (d) protect and maintain the existing work and work-product in connection with the Services; and (e) otherwise mitigate City's costs and liabilities for the suspended areas of the Services.

Section 6. Termination for Convenience. City may terminate this Agreement, or any part hereof, at any time with or without cause prior to its completion by sending to Consultant written notice of such termination. Upon any such termination, City shall pay to Consultant the full amount due for all Services satisfactorily performed by Consultant as of the date of termination, excluding damages or anticipated profits on work not yet completed or performed.

Section 7. Ownership of Designs and Drawings. All documents (whether printed or stored on paper or as electronic, magnetic, or digital information) produced or collected by Consultant in its performance of the Services (including, without limitation, original drawings, estimates, specifications, field notes and data) (collectively, the "*Documents*") are and shall remain the exclusive property of City. Conditioned only on City's payment to Consultant of the amounts due hereunder, at the conclusion of the Services or any earlier termination thereof Consultant shall deliver to City all Documents, whether or not complete. Consultant may, at its expense, reproduce for its own records the Documents so supplied to City. Consultant may not disclose, sell, use, publish or display any Documents or other information collected or produced in connection with its performance of this Agreement without City's prior written consent.

Section 8. **Nondisclosure; Conflict of Interest.** Consultant shall not divulge to third parties without City's prior written consent any information obtained from or through City in connection with the performance of this Agreement. Unless waived by City, Consultant shall require its employees and subcontractors of any tier to adhere to the same covenant of nondisclosure. Consultant shall safeguard the confidentiality of any information obtained from or through City in connection with the performance of this Agreement to the same extent as Consultant safeguards the confidentiality of its own proprietary or confidential information. Consultant and its subcontractors shall not act as a consultant in any matters adverse to City.

Section 9. **Compliance with Laws.** Consultant shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances, including, without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety. Consultant also shall comply with all applicable equal opportunity laws and regulations.

Section 10. **Patent and Copyright.** If Consultant's employees, officers, agents, subcontractors of any tier, or anyone of a like nature in the performance of the Services or as a result of performing the Services develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, or develop any process or the like (collectively, an "Innovation"), (a) such Innovation shall be the property of Consultant, but (b) Consultant shall grant or cause to be used for the benefit of City (or for City's own internal use) the Innovation for so long as City reasonably desires.

Section 11. **Independent Contractor.** Consultant shall perform the Services as an independent contractor, and all persons employed by Consultant in connection with this Agreement or the Services shall be employees of Consultant and not employees of City in any respect or for any purpose.

Section 12. **Assignment.** Consultant shall not assign this Agreement, or any part thereof, without City's prior written consent. Any attempted assignment in violation of this section shall be void from its inception.

Section 13. **Subcontracts.** Except for those subcontractors which are specified on Exhibit A, Consultant shall not award any work to any subcontractor without City's prior written approval, which approval will not be given until (a) Consultant submits to City a written statement (containing such information as City may require) concerning the proposed award to the subcontractor, and (b) City has reasonably approved such proposed subcontract.

Consultant shall be as fully responsible to City for the acts and omissions of Consultant's subcontractors, and of persons either directly or indirectly employed by such subcontractors, in the same manner as Consultant is liable for the acts and omissions of its own employees. Consultant shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to Consultant by the terms and conditions of this Agreement insofar as applicable to the work of subcontractors, and to give Consultant the same power to terminate any subcontract as City may exercise over Consultant under this Agreement. Nothing in this Agreement, and no course of dealing, shall create any contractual relationship between City and any of Consultant's subcontractors.

Section 14. **Accounting and Auditing.** Consultant shall keep accurate and complete records in support of all remuneration paid hereunder. City, or its audit representative, shall have the right at any reasonable time(s) to examine, audit, and reproduce all records pertaining to costs, including but not limited to payrolls, employees' time sheets, invoices, and all other evidence of expenditures for the Services. Such records shall be available for one year after completion of the Services.

Section 15. **Non-Exclusive Rights.** Nothing in the Agreement is to be construed as granting to Consultant the exclusive right to perform any or all of the Services from time to time required by City.

Section 16. **Indemnification.** Consultant shall indemnify, save and hold harmless City (including its elected and appointed officers, employees, successors and assigns) from and against any and all demands, liabilities, claims, damages, costs (including City's attorney fees) actions and/or proceedings resulting from Consultant's performance of the Services, whether such matters are based on simple negligence, conflict of interest, gross negligence, recklessness or intentional misconduct by Consultant (or any employees, subcontractors or agents of Consultant). In the event of a lawsuit brought against City as a result of the Services (or lack thereof), City shall notify Consultant of such lawsuit and afford Consultant the option of providing at Consultant's cost separate qualified legal representation to City (including its elected and appointed offices, employees, successors and assigns) that is reasonably acceptable to City. Consultant's failure to exercise its option to affirmatively defend City in such an action shall not excuse Consultant from responsibility to indemnify City from and against all liabilities, claims, damages, costs (including attorney fees) or other losses incurred by City in, or as a result of, such lawsuit, provided that the same are attributable to Consultant's improper performance of the Services hereunder.

The provisions of this Section 16 are subject to and limited by all pertinent law, including, without limitation, UTAH CODE ANN. 13-8-7.

Section 17. **Insurance.** Without limiting any obligations of Consultant, Consultant shall, prior to commencing work, secure and continuously carry insurance in accordance with City's standard insurance requirements set forth on attached Exhibit "B", and shall furnish proof thereof satisfactory to City promptly when requested.

Section 18. **Professional Responsibility.** Consultant shall perform the Services using equal or higher standards of care, skill and diligence as normally provided by a professional in the performance of consulting services similar to those contemplated hereunder. Without limiting any other remedies available to City, if Consultant fails to comply with such professional standards, Consultant shall, upon notice from City, promptly re-perform the sub-standard work at Consultant's sole cost.

Section 19. **Examination of Work.** All Services shall be subject to examination by City at any reasonable time(s). City shall have the right to reject any unsatisfactory work. Neither examination of the Services, lack of the same, acceptance of the Services by City nor payment therefor shall relieve Consultant from its obligations under this Agreement regarding the quality and accuracy of the Services.

Section 20. **Progress.** Consultant shall submit periodic written progress reports as reasonably requested by City. City or its agents or representatives may visit Consultant's offices at any reasonable time(s) to determine the status of the Services.

Section 21. **Conflict Resolution.** Except as otherwise provided herein, in the event of a dispute between the parties regarding the Services which is not disposed of by agreement, the resolution of the dispute shall be decided by City, which shall provide written notice of its decision to Consultant. Such decision by City shall be final unless Consultant, within 30 calendar days after such notice of City's decision, provides to City a written notice of protest, stating clearly and in detail the basis thereof. Consultant shall continue its performance of this Agreement during such resolution. If the parties do not agree, then the parties shall resolve the dispute pursuant to section 22 below.

Section 22. **Claims and Disputes.** Claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Consultant shall continue to perform the Services during any such litigation and City shall continue to make payments to Consultant in accordance with the terms of this Agreement.

Section 23. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties at their addresses specified above or such substitute or additional addresses as a party previously may have provided to the other parties through written notice.

Section 24. **City's Cooperation.** City will provide the following assistance to Consultant in connection with the Services:

(a) **Representative.** Designate a representative of City to act as Consultant's point of contact with respect to the Services.

(b) **Information.** Provide to Consultant access to all non-confidential information pertaining to the Services that is in City's possession or is reasonably available to City. Consultant shall not be responsible for errors or omissions in any City-provided information, nor for delays in completing the Services attributable to City's delay in providing required information.

(c) **Staff Assistance.** Such support of City's staff as City determines, in its sole discretion, to make available to Consultant.

Section 25. **Conflicts.** In the event of inconsistencies within or between this Agreement, the attached exhibits or applicable legal requirements, Consultant shall (a) provide the better quality or greater quantity of Services, or (b) comply with the more stringent requirements, either or both in accordance with City's interpretation.

Section 26. **Additional Provisions.** The following provisions also are integral to this Agreement:

(a) Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) Time. Time is the essence hereof.

(f) Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

(i) Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(j) Litigation. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

(k) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

(l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(m) Resolutions of Governing Authorities. Consultant hereby represents that it has been duly authorized to enter into this Agreement by a resolution of its governing body.

DATED effective the date first-above written.

CONSULTANT:

CIVIL SCIENCE INC., a Utah corporation

By: 

Name and Title: Andrew Kitchen, Vice President

ATTEST:

By: 
~~Paula Melgar, Recorder~~
Heather Sundquist,
Deputy City Recorder



CITY:

COTTONWOOD HEIGHTS

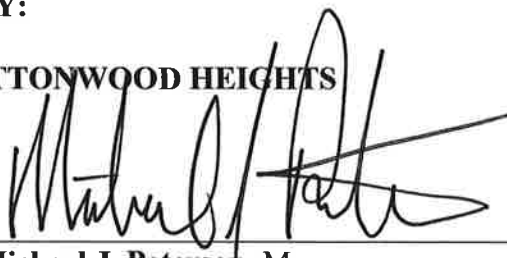
By: 
Michael J. Peterson, Mayor

Exhibit “A” to
Agreement for Planning and Consulting Services

(Attach Consultant’s Scope of Work)

**Cottonwood Heights
Sidewalk Design / Right-of-Way
1700 East – Fort Union to 7200 South
Design Proposal
August 2021**

Project Descriptions

Cottonwood Heights City plans to complete street improvements along 1700 East from Fort Union Boulevard on the north to 7200 South on the south, distance of approximately 1,700 feet (0.32 miles). The street improvements will be limited to sidewalk and roadway tie-ins on the west side of the roadway. Currently, only about 30% of the sidewalk exists along this segment of 1700 East. The City would like to make improvements which consist of curb & gutter and sidewalk. The roadway will be widened on the west side consistent with the existing curb & gutter. The roadway asphalt will be widened to fill in the area between the existing edge of asphalt and the new lip of curb.

The east roadway curb line encroaches into the roadway between Chalis Lane and 7000 South (a distance of about 380 feet). The asphalt width drops from 39' to 24' in this area. No corrections will be made to the roadway on the east side. The narrowing of the roadway will create a reduction in vehicle speed within this area. This residential area has a posted speed limit of 25 miles per hour.

Task 001 - Survey / Mapping

Lump Sum \$9,550

The project area will be surveyed to develop the topography and surface to be used in the design process. The survey area will be limited to the lip of curb on the east side of the roadway and extended 15 feet beyond the right-of-way line on the west side. Only visible utilities will be surveyed. No dipping of utilities is expected since this project will not include or does not anticipate impacting below ground utilities. The west side property line will be determined with the use of ROW, easement, and title report documents.

The project area will be flown with a UAV and aerial imagery created to provide detailed design background and provide assistance during the design process. Topography data will not be extracted from the UAV aerial imagery.

Civil Science will participate in an initial walk-thru with the intent to identify those sections of existing curb, gutter and sidewalk that need to be replaced with this project.

At the conclusion of this task, Civil Science will meet with City Staff to discuss potential challenges, solutions, and direction moving into the preliminary design.

Task 002 - Preliminary Design (30%)**Lump Sum \$13,200**

Curb, gutter, and sidewalk will be designed for those segments on the west side of 1700 East that are missing. The horizontal alignment will match the curb line from adjacent existing curb. The vertical alignment will maintain positive drainage while maintaining roadway cross slopes between 2 and 4%. Existing driveways within the improved area will be designed to minimize impacts based upon the proposed curb elevations. All ADA ramps on the proposed segments (west side) will be evaluated (existing - 4) or designed (new - 4) to current standards/guidelines. The curbs and curb returns will be modeled, and a standard detail will be provided for construction.

Our 30% design anticipates using an approved City typical section, indicating sidewalk and park strip width. A strip plot and typical section sheet will be prepared for the 30% design for review with the city. A meeting with city staff will be held to address challenges and solutions noting specific impacts to adjacent property owners and existing roadway features based upon the proposed west curb alignment. Comments will be noted, and the project will immediately proceed into the 60% design.

Task 003 - Design (60%)**Lump Sum \$13,950**

The design will progress with the elements identified in the 30% Preliminary Design Task including direction and comments from the review. Plan sheets will be prepared and submitted to the city for review. A two-week City review period is anticipated for the 60% plan review.

Following the city staff review of the 60% plans, a meeting will be held at the city office to discuss remaining elements for inclusion into the plans and outstanding concerns of city staff.

Task 004 - Final Design**Lump Sum \$13,150**

The Final Design will incorporate comments from the 60% Design review. The design will be progressed to a draft final stage. Following a bid package review meeting, final comments will be addressed.

Task 005 - Cost Estimate**Lump Sum \$2,100**

A preliminary construction estimate will be prepared for Task 003 – Design (60%).

A more refined final cost estimate will be prepared for Task 004 Final Design.

Task 006 - Right-of-Way Instruments**Lump Sum \$7,200**

The improvements are expected to impact five (5) properties (on the west side) that will require acquisition of property. Civil Science will prepare the property take legal descriptions and an exhibit for each. We assume that the city will provide efforts in providing a value of the property (appraisal), negotiations, and the ROW package. Our scope of work anticipates private property tie-ins outside of the right of way will be addressed by a permit to enter and construct document, which the City will prepare and coordinate with the property owner. Civil Science will prepare up to 13 exhibits to accompany the Permit to Enter and Construct documents.

Task 007 - Bidding Documents**Lump Sum \$3,150**

Civil Science will prepare documents for contractor bidding. Cottonwood Heights will provide city "boilerplate" documents (front end supporting material) that can be edited to easily insert project specific elements.

Task 008 - Bidding Support**Lump Sum \$2,150**

Civil Science will provide support during the Bidding process to:

- Attend pre-bid meeting, if necessary.
- Address contractor questions (up to 4 hours).
- Prepare a bid tabulation.
- Verify references, if necessary.
- Assist in the contractor selection.

Total Fee to complete the project is \$64,450.

PROPOSED SCHEDULE

	<u>Completion</u>
Assumed Notice to Proceed	September 20, 2021
Task 001 – Survey / Mapping	October 8, 2021
Task 002 – Preliminary Design	October 29, 2021
Task 003 - Design (60%)	November 19, 2021
Task 004 – Final Design	December 17, 2021
Task 005 – Cost Estimate	December 17, 2021
Task 006 – Right-of-Way Docs.	December 17, 2021
Task 007 – Bidding Documents	December 17, 2021

ASSUMPTIONS

- These services do not include a geotechnical investigation. Civil Science will use a City standard pavement section for the asphalt widening.
- This scope of work does not anticipate any environmental studies.
- We assume in this scope of work that utilities impacts will be minimal. No relocations or additional utilities are anticipated. Visible utilities will be surveyed at the surface to determine impacts from proposed curb, gutter, and sidewalk.
- No storm drainage collection or conveyance system is anticipated. Surface runoff will be conveyed in the gutters and street cross drainage north to Fort Union Blvd.
- Services that are subject to unforeseeable regulatory issues, problematic site issues, uncommon site requirements, construction observation and construction surveying are typical of services that will be billed on a "time & materials" basis. The client should refer to the standard agreement for terms of payment, interest, and hourly billing rates. Any external fees required by local government agencies, or fees necessary to complete design that are not included specifically in this scope of services will be paid for by the client. These fees included but are not limited to application fees, regulatory fees, and recording fees.

- Sidewalk projects of this scope typically have significant private property impacts, including fences, irrigation systems, and landscaping. This scope of work assumes the following:
 - Park strip treatments will be left to the property owner. A construction cost for the placement of a city determined material/type will be itemized as a lump sum per property for bidding purposes. Should property owners require additional coordination regarding their landscaping and private property impacts, our scope of work assumes the City will coordinate directly with the property owners and provide CS with information to include in the design and/or bid documents.
 - Fence impacts will be addressed specifically in the design and are anticipated to be replaced in kind.
 - Driveway tie-ins will be addressed specifically in the design.

Exhibit "B" to Agreement for Planning and Consulting Services

INSURANCE REQUIREMENTS FOR PARTIES CONTRACTING WITH THE CITY OF COTTONWOOD HEIGHTS

The contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contracting party's bid.

A. MINIMUM LIMITS OF INSURANCE.

The contracting party shall maintain limits no less than:

1. *Professional Liability*: \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, including "tail coverage" for at least one year after completion of all services.
2. *Automobile Liability*: \$2,000,000.00 combined single limit per accident for bodily injury and property damage. "Any Auto" coverage is required.
3. *Worker's Compensation*: Worker's compensation limits as required by applicable law for all employees and other persons.
4. *Commercial General Liability*: \$2,000,000.00 combined single limit per occurrence for personal injury and property damage; \$2,000,000.00 annual aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better). Personal injury, premises-operations, products-completed operation, independent contractors and subcontractors fire legal liability and, when appropriate, coverages for explosion, collapse and underground (XCU) hazards.
5. *Excess Liability*. \$10,000,000.00.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles (5% limit), self-insured programs or retentions must be declared to and approved by the city of Cottonwood Heights (the "City"). At the option of the City, either: the insurer may be required to reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT.

The contracting party shall agree to promptly disclose to the City all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

1. *General Liability and Automobile Liability Coverages.*

(a) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(b) The contracting party's insurance coverage shall be a primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

(c) Any non-material failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(d) The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

2. *Worker's Compensation and Employer's Liability Coverage.*

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for the City.

3. *All Coverages.*

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled before its expiration date except after thirty (30) days' prior written notice (from the insurer) by first class mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII, unless approved by the Manager.

F. VERIFICATION OF COVERAGE.

The contracting party shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS.

The contracting party shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



Date: September 29, 2021

CS Project No.: 21262.00

To: Matt Shipp
2277 East Bengal Blvd
Cottonwood Heights, Utah 84121

1700 East Project

We are transmitting Herewith X

Under Separate Cover

No. of

Copies Description or Remarks


1 **Original Signed Agreement**

 No Exceptions Taken
 Make Corrections Noted
 Amend & Resubmit
 Rejected—Resubmit
 As Indicated on Each Submittal

 As Requested
 For Approval
 x For Your Records
 Review
 For Your Information

NOTE:

Respectfully,
Civil Science, Inc.

By 
Jay F. Meacham, P.E.